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Government o Canada Gouvernement du Canada Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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	Contract Specifications						_		
	The following clauses and conditions apply to and form part of the present contract number 1000021781								
	 STATEMENT OF WORK The Contractor must perform the Work in accordance with the Statement of Work at Annex A. 								
	2. STANDARD CLAUSES AND CONDITIONS All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisiti on-clauses-and-conditions-manual) issued by Fublic Works and Government Services Canada.							-	
	2.1 General Conditions 2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.								
	 SECURITY REQUIREMENTS There is no security requirement applicable to the Contract. 								
	4. TERM OF CONTRACT 4.1 Period of the Contract The period of the Contract is from date from October 12, 2016 to December 31, 2016. S.20(1)(c)								
	Basis of payment: The per diem rate is .The total amount of the contract shall not exceed \$14,464.00 (HST included).								
	4.2 Termination on Thirty Days Notice 4.2.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor. 4.2.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.								
	5. Authorities								
	5.1 Contracting Authority								
_	The Contracting Authority for the Contract is: Mario Lacroix								
\$ 9296-	11 (67/2800)			0xx. 0tt - sux. 0		An. Ser. No · IN* de	série	Page 2 c	. 8

Supply Arrangement Solicitation/Contract

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Team Leader Department of Just Contracting and M 284 Wellington Str Ottawa, ON KIA 0H8 Telephone: 613-95; E-mail: mario.lscr	ateriel Management Division eet, EMD1215 2-9630							
Contract and any of writing by the Contract work in experience or verbal or	thority is responsible for the hanges to the Contract must be entracting Authority. The Contract cess of or outside the scope of written requests or instruction entracting Authority.	authorized in or must not the Contract						
5.2 Project Author	rity		12			1		
Susan Fisher-Clemm Manager, Creative Department of Just Communications Broad Wellington St. Ottawa, ON Telephone: 957-4 E-mail:sfisher@jus	Services ice Canada inch EMB 4437							
agency for whom the and is responsible content of the Word discussed with the Authority has no the Work Changes.	ity is the representative of the Work is being carried out under for all matters concerning the k under the Contract. Technical Project Authority; however the authority to authorize changes to the scope of the Work can on; amendment issued by the Contractive to the contraction of the work can on the work can be with the contraction of the work can be with the contraction of the work can be with the work can be with the contraction of the work can be with the w	er the Contract technical matters may be Project the scope of ly be made				-		
5.3 Contractor's	Representative							
3820840 Canada Inc 803 Fleming Avenus Ottawa, ON KIG 2YC Telephone: E-mail:		19(1)						
6. PAYMENT								
6.1 Basis of Paym 6.1.1 Limitation i) Canada's total	ent of Expenditure liability to the Contractor unde	er the Contract						
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Government of Canada Gouvernement du Canada

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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must not exceed \$14,464.00. Customs duties are included and			Sect Conspiculty	in ce lane	I GLARINES, WILES	4,05	1525: 1945	
Applicable Taxes are included.								
ii) No increase in the total liability of Canada or in the price]
of the Work resulting from any design changes, modifications or								
interpretations of the Work, will be authorized or paid to the				1				
Contractor unless these design changes, modifications or				ì				
interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor								
must not perform any work or provide any service that would result			1					
in Canada's total liability being exceeded before obtaining the			1					
written approval of the Contracting Authority. The Contractor must			1					
notify the Contracting Authority in writing as to the adequacy of			1					
this sum:								
a. when it is 75 percent committed, or								
b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds			1					
provided are inadequate for the completion of the Work,								
whichever comes first.								
iii) If the notification is for inadequate contract funds, the			1					
Contractor must provide to the Contracting Euthority a written								
estimate for the additional funds required. Provision of such			1	l				
information by the Contractor does not increase Canada's liability.								
itability.				.				
6.2 Method of Payment						ll		
6.2.1 Multiple Payments								
Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract								
if:								
a) an accurate and complete invoice and any other documents			1					
required by the Contract have been submitted in accordance with								
the invoicing instructions provided in the Contract:								
b) all such documents have been verified by Canada;								
c) the Work delivered has been accepted by Canada.			i	1				
6.2.2 Payment by Direct Deposit								
Payments by direct deposit will be subject to section 11 Payment								
Period and section 12, Interest on Overdue Accounts, set out in								
2029 (2016-04-04) General Conditions - Goods or Services (Low								
Dollar Value) forming part of this Contract.								
To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the								
Recipient Electronic Payment Registration Request Form at Annex A.				•				
The form can also be obtained from the Department of Justice								
internet site at	ĺ	•						
http://www.justice.gc.ca/eng/contact/enrol-inscri.html.	l							
It is the sole responsibility of the Contractor to ensure that the	l							
information and account number submitted to Canada via their	l						i	
Recipient Electronic Payment Registration Request form is up to date. Should the Contractor's information within the Recipient	ļ					l		
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Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

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Government of Canada Gouvernement du Canada

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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to date, the provisions identified herein Payment Period and section 12, Interest on out in 2029 (2016-04-04) General Conditions (Low Dollar Value) forming part of this (until the Contractor corrects the matter. 6.2.4 Discretionary Audit The following are subject to government augayment is made: a) The amount claimed under the Contract, accordance with the Basis of Payment, incl b) The accuracy of the Contractor's time c) The estimated amount of profit in any time rate, firm overhead rate, or firm sa which the Contractor has provided the ap The purpose of the audit is to determine we earned on a single contract if only one er of actual profit earned by the Contractor onegotiated contracts containing one or morates or multipliers mentioned above, duri selected, is fair and reasonable based on profit included in earlier price or rate d) Any firm-priced element, firm time rate firm salery multiplier for which the Contract	Overdue Accounts, set Goods or Services ontract will not apply, the before or after as computed in uding time charged. recording system. firm-priced element, firm lary multiplier, for morpriate certification. mether the actual profit mists, or the aggregate n a series of re of the prices, time ag a particular period the estimated amount of certification(s). firm overhead rate, or eactor has provided a me purpose of such audit charged anyone else, customer, lower prices,						
Any payments made pending completion of the as interim payments only and must be adjust necessary to reflect the results of the sabeen any overpayment, the Contractor must found to be in excess.	ted to the extent id audit. If there has						
7 INVOICING INSIRUCTIONS 7.1 The Contractor must submit invoices in section entitled "Invoice Submission" of a Claims cannot be submitted until all work is completed. Each claim must be supported by: a) a copy of time sheets to support the to the contract of the contract of the contract for certification.	the general conditions. identified in the claim time claimed; ss: forwarded to the address						
8.1 Compliance Unless specified otherwise, the continuous certifications provided by the Contractor	compliance with the						

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Government Canada Gouvernement du Canada

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada chring the entire period of the Contract. 9. APPLICABLE LAWS The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.								
10. PRIORITY OF DOCUMENTS If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list. (a) the Articles of Agreement; (b) The General Conditions 2010B (2016-04-04) - Professional Services (Medium Complexity); (c) Annex A, Statement of Work (d) Supply Arrangement Number E60ZT-120001/797/ZT (the "Supply Arrangement"); and								
(e) the Contractor's bid dated October 3, 2016 11. ENVIRONMENTAL CONSIDERATIONS As of April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Therefore, the Department of Justice encourages product/service suppliers to improve their operations to reduce their negative impact on the environment. 11.1 Environmental Properties Behaviour Recommended 11.1.1 Paper consumption: Provide and transmit draft reports and final reports in								
electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority. • Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainable managed forest. • Recycle unneeded printed documents (in accordance with Security Requirements). 11.1.2 Travel requirements: • Project Authority is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel. • Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory,								
which includes Eco-Rated properties. When searching for accommodation, contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors:				Regulation No			Page	:

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Gouvernement du Canada

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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is neces ensure o	URANCE tractor is responsible for deciding if insurance covered to fulfill its obligation under the Contract as compliance with any applicable law. Any insurance at ained by the Contractor is at its own expense and fit and protection. It does not release the Contractor its liability under the Contract.	and to equired for its				e			
Annex A	- Statement of Work								
Departmen	t of Justice 'Core' speech								
would li (includin Departmen	munications Branch of the Department of Justice Cana we to hire a writer to research and write a speech g revisions) to serve as core messaging on the tr/Minister mandate, and then customizing the speec ences; the Criminal Law Lawyers Association (October to) and the Asian Lawyers Association (October 29th	ch for							
(around on-site additions	tted time for each speech is approximately 30 minut 3,600 words). The quote should include all research meeting with the Minister and Departmental official 1 phone conversations as required, one draft and t revisions for each speech. The Department will 1 le for providing background materials and will coos.	h, one ls, be							
Department the core meeting.	l begin with a face to face meeting with the Minis tal officials (exact date to be determined). A dr speech will be due five (5) working days after thi Subsequent speeches to be delivered five (5) worklowing completion of the core speech.	eaft of			s.2	0(1)(c)			
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	Government of Canada	Gouvernement du Canada
	From - Ded	`
•	PORDONICK, KAYLA NATIONAL CAPITAL REGION RÉGION DE CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON KIA 0H8 CANADA	
	PHONE: 613-946-9012 FAX:	
	Unless otherwise indicated herein by the Crown, all prices are to duties and excise taxes. The Goods and Services Tax (GST) is e prices. GST is included in the total estimated cost: Prices include destination(s) specified herein; municipal taxes are not applicable.	xcluded from unit prices. GST i
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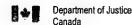
Gouvernement du Supply Arrangement Solicitation/Contract Canada

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1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/371/ZT between the Vendor and the Crown, as Canada, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/371/ZT sont incorporées dans les présentes.

itém Article	e e e	Description		From - De. Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit TauxVal. limite	GST% %TPS	GST Total Total TPS	Total	
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111/	632 (204) 989-2454	presentes.	dans les présentes.	1			Signature			Title -	Pia	



Ministère de la Justice Canada

Contract # 1913861904 PRA Inc.

RESULTING CONTRACT CLAUSES

Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#4

- The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- The Contractor must comply with the provisions of the:
- a. Security Requirements Check List, attached at Annex B;
- b. Industrial Security Manual (Latest Edition).

Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity), apply to and form part of the contract.

Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

Period of the Contract

The Work is to be performed from Date of Award to February 24, 2017.

5. **Authorities**

5.1 Contracting Authority
The Contracting Authority for the Contract is: Kayla Pordonick Senior Contracting Officer 284 Wellington Street, Ottawa ON, K1A 0H8

Telephone: 613-301-9709

Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Project Authority

The Project Authority for the Contract is: Cindy Evers **Evaluation Manager** Department of Justice Canada Telephone: 613-907-3756

Email: Cindy.Evers@justice.gc.ca.

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Department of Justice

Ministère de la Justice

Contract # 1913861904 PRA Inc.

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Contractor's Representative

s.19(1)

Telephone Email:

6. **Payment**

Basis of Payment - Firm Price

For the Work described in Annex A - Statement of Work:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$22,000.00. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Please see 6.2.1.1 Schedule of Milestones below for the schedule of milestones.

6.2 Method of Payment

Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones outlined in 6.2.1.1 below and the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been a) submitted in accordance with the invoicing instructions provided in the Contract; all such documents have been verified by Canada;
- b)
- all work associated with the milestone and as applicable any deliverable required has been completed C) and accepted by Canada.

6.2.1.1 Schedule of Milestones

The Contractor will be paid in accordance with the Schedule of Milestones table below.

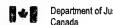
Schedule of Milestones	FIRM PRICE TO BE PAID
Milestone 1 (50%): Deliverable A – Draft Options Presentation by February 10, 2017	\$ 11,000.00
Milestone 2 (50%): Deliverable B – Final Options Presentation by February 24, 2017	\$ 11,000.00

Payment by Direct Deposit

Payments by direct deposit will be subject to Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity), forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity), forming part of this Contract will not apply, until the Contractor corrects the matter.



Ministère de la Justice Canada

Contract # 1913861904 PRA Inc.

Accounts and Audit

The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract

If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

a) The original and one (1) copy must be forwarded to the following address for certification and payment:

Isabelle Desormeaux Administrative Assistant Department of Justice Canada 275 Sparks Street, 9th Floor Ottawa, ON K1A 0H8

Telephone: 613-907-3752

Email: isabelle.desormeaux@justice.qc.ca

Certifications - Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. **Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- the Articles of Agreement;
- the supplemental general conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information);
- the general conditions 2010B (2016-04-04) General Conditions Professional Services (Medium Complexity);
- Annex A, Statement of Work; d)
- Annex B, Security Requirements Check List;
- Annex C, Recipient Electronic Payment Registration Request Form;

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Depai

Department of Justice Canada

Ministère de la Justice Canada Contract # 1913861904 PRA Inc.

g) the Contractor's bid dated October 24, 2016.

12. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

13. Intellectual Property Infringement and Royalties

The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

The Contractor has no obligation regarding claims that were only made because:

a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

14. No Responsibility to Pay for Work not performed due to Closure of Government Offices

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.



Ministère de la Justice Canada

Contract # 1913861904 PRA Inc.

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

15. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

16. Replacement of Specific Individuals

If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- a) the name, qualifications and experience of the proposed replacement; and
- b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

17. Ownership

Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

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ANNEX A - STATEMENT OF WORK

1. TITLE

Options for Evaluating Justice Canada's Legal Services

2. OBJECTIVES

The Department of Justice Canada (Department) requires contractor services to develop options to strategically evaluate its legal services. The contractor will be expected to develop a minimum of two options for evaluating the Department's legal services that outline the overall evaluation approach including evaluation scope, and potential evaluation questions, methods, and data sources. The advantages and disadvantages of each option should also be identified. The options proposed should reflect the requirements set out in Treasury Board's *Policy on Results* (2016), *Mandatory Procedures for Planning, Conducting and Reporting Evaluations* (2016), and Standard on Evaluation (2016).

3. BACKGROUND

Prior to the requirement under the 2009 Treasury Board *Policy on Evaluation* to evaluate all direct program spending, the Department's evaluations were limited primarily to transfer payment programs. With the exception of the Evaluation of Legal Risk Management and a few other initiative-specific evaluations conducted in the early 1990s, legal services had not been regularly or routinely evaluated.

In 2011-12, the Department adopted a sector- and portfolio-approach to evaluating all areas of legal services, including litigation, advisory and legislative services. Each portfolio/sector had customized the evaluation issues, tools, and methodology to reflect the type of work they do and their specific objectives. The Department's six regional offices were not evaluated separately. Rather, they were included in the context of their contribution to the various Portfolios and how they work with the two specialized sectors, Legislative Services Branch and Public Law Sector.

A full cycle of legal services evaluations has now been completed (i.e. all legal services sectors, branches and portfolios have been evaluated). As such, it is an opportune time to build on what has been learned and establish a strategic approach moving forward, particularly in light of recent policy and organizational changes that have occurred.

Recent changes affecting future legal services evaluations:

The current government has committed in its platform, mandate letters, Speech from the Throne, public statements and in the 2016 Budget, to strengthening the results culture in government administration so that departments increasingly demonstrate that public spending contributes significantly to results that matter to Canadians. Consistent with the government's focus on results achievement, a TBS *Policy on Results*, which replaced the 2009 *Policy on Evaluation*, took effect on July 1, 2016. The strategy for undertaking future evaluations of the Department's legal services should be developed in the context of this new Policy.

Recent organizational changes implemented on April 1, 2016, will affect the Department's current sector- and portfolio- approach to evaluating legal services. For example, the creation of a National Litigation Sector will impact the regional focus of the Department's legal services evaluations in that the Assistant Deputy Attorney General of this new sector is now accountable for all litigation services across the country. This organizational change is likely to result in a high level of involvement of the regional offices in the National Litigation Sector evaluation rather than in each of the legal services portfolio evaluations. The consolidation of the Legislative Services Branch in the Public Law Sector as well as the establishment of a Legal Services Sector will likely impact any future evaluation approach to legal services as well.

Recently, the Department implemented a new vision for the future, 'Canada's Legal Team', which defines three new themes for Justice Canada as it approaches 2020: A Whole-of-Justice Approach; Legal and Business Excellence; and New Ways of Working. The Department's new vision should also be considered in planning future evaluations of the Department's legal services as it is linked with recent change and strategic initiatives such as digital transformation and legal project management.

4. SCOPE

This contract will support the development of a strategic approach for evaluating the Department's legal services within the context of the 2016 *Policy on Results* and recent organizational and change initiatives that have been implemented internally. The contractor will develop a minimum of two options for evaluating the Department's legal services (e.g. Portfolio-, thematic-, legal services area²-approach or a combination thereof). For each option, the contractor will outline

¹ For the first round of legal services evaluations, the regions were invited to be directly involved in the planning, implementation and reporting of each evaluation because litigation services were examined as part of each of the Portfolio evaluations.

² Legal services areas include advisory, litigation, and legislative services.

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the overall evaluation approach including the evaluation scope as well as potential evaluation questions, methods, and data sources. The advantages and disadvantages of each option should also be identified.

5. TASKS

It is anticipated that the Contractor will undertake the following activities:

Task A: Initial Meeting – The Contractor will meet with the Project Technical Authority to discuss project requirements, timelines, expectations, and to confirm roles and responsibilities. This meeting can take place by teleconference.

Task B: Document and File Review – The Contractor will review a sufficient number of background documents to become familiar with past evaluations of the Department's legal services and the context within which the next round of legal services evaluations will occur. The documents will include, but not be limited to: past legal services evaluations and evaluation strategies; Treasury Board Policy on Results (2016), Mandatory Procedures for Planning, Conducting and Reporting Evaluations (2016), and Standard on Evaluation (2016); internal communications and backgrounders on organizational changes and other relevant internal strategic and change initiatives; operational policy / directives and standards for the practice of law and delivery of legal services; and any other relevant documents to provide context for developing the evaluation options.

Task C: Initial Consultations - The Contractor will conduct initial consultations with Evaluation Division staff (n=5). These consultations can be undertaken in a group format or individually. The views and perspectives obtained through these consultations (for e.g. best practices and lessons learned from past legal services evaluations) will be used to guide the consultations with senior officials.

Task D: Consultations with Senior Officials – The Contractor will consult with up to five senior officials (Assistant Deputy Minister level) in the Department in order to inform the development of the evaluation options. These consultations will be undertaken individually.

Task E: Draft Options Presentation – The Contractor will draft a presentation deck that outlines a minimum of two options for evaluating the Department's legal services. Each option should include a description of the overall approach including proposed evaluation scope, advantages and disadvantages as well as potential evaluation questions, methods, and data sources based on the consultations and the document review.

Task F: Meeting - The Contractor will meet by teleconference with the Project Technical Authority to receive feedback on the draft options presentation.

Task G: Finalize Options Presentation – The Contractor will finalize the presentation based on feedback received from the Project Technical Authority.

6. TRAVEL

As meetings can be conducted by teleconference, there is no travel requirement for contractors located outside the National Capital Region.

7. MEETINGS

The initial meeting, as well as any other meeting required, can occur by teleconference.

8. DELIVERABLES

The deliverables will include:

Deliverable A: Draft Options Presentation

Due Date: by February 10, 2017

Deliverable B: Final Options Presentation

Due Date: by February 24, 2017.

9 CONSTRAINTS

All meetings conducted with individual employees and all written material prepared for each employee are to be presented in the official language of choice of the employee.

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ANNEX B - SECURITY REQUIREMENTS CHECK LIST

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ANNEX C - RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM

Department of Justice Ministère de la Justice Canada Canada

RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST

DEMANDE D'ADHÉSION DU BÉNÉFICIAIRE AU PAIEMENT ÉLECTRONIQUE

Protégé B Protected B

Guideline on Completing the Recipient Electronic Payment Registration Request Form

INTRODUCTION.

The Government of Canada has announced that direct deposit will replace cheques as the method of payment. As a result, for Justice Canada, direct deposit will be mandatory as of April 1st, 2014. The Department is asking you to sign up for direct deposit by completing the "Recipient Electronic Payment Registration Request form".

There are two electronic payment modes available:

- 1. Direct Deposit (DD) Once payments are deposited, DOJ will send the following information by e-mail: amount of payment, date of payment, invoice number, DOJ reference number, and brief description of the payment. This e-mail notification will act in lieu of a cheque stub.
- 2. Electronic Data Interchange (EDI) To enrol in EDI you must contact your financial institution to ensure that the account is EDI-capable. There may be a fee for this service, as the financial institution notifies its clients according to its own criteria.

If you wish to make any changes to the bank account used for payments (change of address, financial institution, branch, account number, etc.) you must complete a new Recipient Electronic Payment Registration Request form. When you request one of these changes, DO NOT CLOSE the present account until you receive your payment in accordance with that change.

COMPLETING OF FORM

There are three sections of the Recipient Electronic Payment Registration Request form that must be completed by the

1 - TYPE OF REQUEST

Please complete this section by filling out one of the three request types described below.

If you choose to sign up for electronic payments with DOJ, please check the "New request" box and indicate which mode of payment you wish to use: DD or EDI.

If you are already registered for electronic payments with DOJ, however, wish to modify your banking information or mode of electronic payment, please select the "Change" box and mark all other boxes that apply to your change request.

2 - RECIPIENT INFORMATION AND AUTHORIZATION

This section must be completed, signed and dated by the appropriate person (or persons) in order to authorize the electronic payment enrolment request, or to modify or cancel electronic payments.

If the recipient is an individual

Please enter your name, address and telephone number AS WELL AS AN E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment. Also, you must sign the form in this section in order to authorize your request.

If the recipient is an organization

Please enter the name and address of your organization and make sure to complete the "Name of payment contact" field with the name of the contact person from your organization. Please also include the contact person's telephone number AND E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment.

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RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST

DEMANDE D'ADHÉSION DU BÉNÉFICIAIRE AU PAIEMENT ÉLECTRONIQUE

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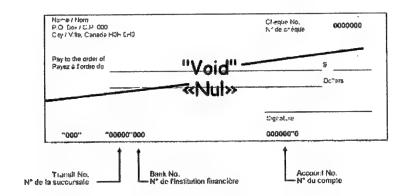
Also, authorized representative(s) must include their name, position, telephone number and signature, in order to authorize the request.

This section allows for up to two people to sign the form, in cases where the recipient requires two signatures for authorization, to receive, modify or cancel electronic payments.

3 - BANKING INFORMATION

If you attach a void cheque

Please attach a void cheque and complete fields 1, 2, 3 and 4 of this section. The void cheque must be from the account you wish to use for electronic payments. A sample of a void cheque is provided below identifying where the transit, bank and account numbers are located.



If you do not attach a void cheque

If you do not provide a void cheque, the financial institution must validate the banking information by completing fields 5, 6 and 7 of the form. The financial institution must provide the name, address and telephone number of the financial institution, bank stamp and sign the form.

4 - FOR DEPARTMENT OF JUSTICE CANADA ONLY

This section is strictly reserved for DOJ's use only.

SENDING YOUR REQUEST TO THE DEPARTMENT OF JUSTICE CANADA

Please send the duly completed form with original signature(s) to the following address:

For Goods and Services Suppliers

Chief, Accounting Services Room 1386, East Memorial Building Department of Justice Canada 284 Welligton Street Ottawa, Ontario K1A 0H8

For Grants and Contributions

Manager, Grants and Contributions Financial Services Room 6250, East Memorial Building Department of Justice Canada 284 Welligton Street Ottawa, Ontario K1A 0H8

Please write the following on the envelope: "To be opened by addressee only":

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Department of Justice Canada

Ministère de la Justice Canada

Contract # 1913861904 PRA Inc.

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Department of Justice Ministère de la Justice Canada Canada

RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST

DEMANDE D'ADHÉSION DU BÉNÉFICIAIRE AU PAIEMENT ÉLECTRONIQUE

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Your personal information are requested and compiled by the Department of Justice Canada for the purpose of administering the electronic payment program. The information is mandatory in the case where a Recipient decides to participate in the program. This information will be protected and used in conformity with the *Privacy Act*. Under the *Privacy Act*, each Recipient has access to their personal information and has the right to demand any modification. These information will be maintained by the Department of Justice. Must be a Canadian reoplent helding a bank account in Canadian 1.

For Electronic Data Interchange (EDI), compliancy must be confirmed by your linencial institution and you may be charged EDI service fees.

Note that Direct Deposit payments corry no stub information. IMPORTANT 1 - TYPE OF REQUEST Electronic Data Interchange (EDI) New request → Direct Deposit (DD) Change to banking information (provide a new blank cheque) from Direct Deposit (DD) to
Electronic Data Interchange (EDI) from Electronic Data Interchange (EDI) to Direct Deposit (DD) 2 - RECIPIENT INFORMATION AND AUTHORIZATION Name of Organization or Name of Individual (recipient) Address Name of Payment Contact Inlease print) City Telephone Province E-mail for Payment Notifications (please print) Postal Code Name(s) and Title(s) of Authorized Representative(s) and Signatory(ies), for organizations only (please print) Telephone I, as an authorized representative of the above mentionized organization or as an individual entated to receive payment from the Government of Canada, authorize the Receiver General for Canada to deposit the payment directly into the account below and to receive payment advices electronically until further notice. Signature 3 - BANKING INFORMATION Please attach a blank cheque from your bank account with "Void" written on it and complete fields 1, 2, 3 and 4 below with your banking information. 1 Branch Number (transit) 2 Financial Institution Number (Name(s) of Account Holder(s) 3 Account Number If you do not attach a void cheque, your tinancial institution must confirm your banking information by completing fields 5, 6 and 7 below. 5 Financial Institution Name, Address and Felophone Number 7 Financial Institution Stamp 6 Signature of Financial Institution Representative 4 - FOR DEPARTMENT OF JUSTICE CANADA ONLY

Signature

VERIFIED BY JUS 778e 4 (2014/53) p. 3

PROCESSED BY Signature

Name (please print)

Name (please print)

Date

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Government of Canada

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Requisition #1000022002

ProServices Medium Complexity (MC) For Directed Contracts below 25K

Resulting Contract Clauses E60ZT-120001/561/ZT

Security Requirements

There is no security requirement associated with this bid solicitation.

Statement of Work

The Work to be performed is detailed under Annex A, Statement of Work, of the resulting contract clauses.

Standard Instructions and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-andguidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

General Conditions

The 2004 (2016-04-04) Standard Instructions - Goods or Services - Non-competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

5. **Term of Contract**

Period of the Contract 5.1

The Work is to be performed at Contract Award to March 31st, 2017.

Authorities

6.1 **Contracting Authority**

Rizwan Shah Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street - EMB 1233 Ottawa, ON K1A 0H8 Telephone: 613-960-4881

E-mail address: Rizwan.shah@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 **Project Authority**

Karolyn Lui Director Department of Justice Canada 284 Wellington Street

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Department of Justice Ministère de la Justice Canada Canada

Requisition #1000022002

Ottawa, Ontario K1A 0H8 Telephone: 613-946-6903 Fax: 613-957-4697

E-mail address: karolyn.lui@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

Fiona Stott
Impact Coaching Inc.
457 Edison Avenue
Ottawa, Ontario K2A 1S5
Telephone: 613-730-8141
E-mail: fiona@impactcoaching.ca

7. Payment s.19(1)

7.1 Basis of Payment - Limitation of Expenditure s.20(1)(c)

Basis of Payment - Professional Fees Resource:

Per Hour Rate:

Level of Effort: up to a maximum of hours

7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$500.00. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

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Department of Justice Ministère de la Justice Canada

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- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 11 – Payment Period and Article 12 - Interest on Overdue Accounts, set out in 2029 (2016-04-04), General Conditions – Goods or Services (Low Dollar Value) - Services forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 11 – Payment Period and Article 12 - Interest on Overdue Accounts, set out in 2029 (2016-04-04), General Conditions – Goods or Services (Low Dollar Value) - Services forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
- d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
 - Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

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Each invoice must be supported by:

a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement:
- b. the General Conditions 2029 General Conditions Good or Services (Low Dollar Value)
- c. Annex A, Statement of Work;
- d. Annex B, Security requirement check list (SRCL)
- e. Supply Arrangement Number E60ZT-120001/561/ZT
- f. The Supplier's proposal dated November 5th, 2016

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

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14. Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15. Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

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Annex A - Statement of work

1 TITLE

Coaching services for Marie Palmer.

2 OBJECTIVE

The organization requires the services of a coach to provide leadership development support to an individual employee.

3 BACKGROUND STATEMENT

na

4 TERMINOLOGY

na

5 REFERENCE DOCUMENTS

na

6 REQUIREMENT DESCRIPTION

na

6.1 Scope

A coach will be engaged to provide up to 2 hours of coaching for the employee.

6.2 Tasks / Detailed Services

See proposal - attached

6.3 Deliverables and Acceptance Criteria

The coaching resource is expected to provide coaching services based on areas highlighted by the employee. Specific deliverables include 2 individual coaching meetings to address development areas identified.

Department of Justice Ministère de la Justice Canada Canada

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Annex B – Security Requirements Check List (SRCL)

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Department of Justice Ministère de la Justice Canada Canada

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Department of Justice Canada Ministère de la Justice Canada

Requisition #1000022002

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Les articles en caractères gras sont Amendment 001				, , , , , , , , , , , , , , , , , , , ,	•												
00010 R.Gill Victims Strat. Evaluation			on	•			2016.10.24		2017.03.31	19138		13		13%	2,827.5	0	24,577.50
O0020 AMENDMENT The following amendment 001 has			han blan man				2016.1	0.24	2017.03.31	19138					0.00	0	0.01
	of the cont for ANNEX I	ract, deliverabl	es on ANNEX	A and the Basi	s of 1	Payment					I						
Solicitation closes - L'invitation à soumissionner prend fin la At - A 00:00:00 The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services fixed herein and on any attached shress at the price(s) set out therefor. Responses to a request for proposal by a potential supplier with be services do that the response of the proposal by a potential supplier with be services do that the response of the proposal by a potential supplier with be							nufacture/shipp fabrication ou d itre randus.	ing of good l'explication	is or where service in des biens, ou enco	s to be p re te Beu	erformed, où les						
fournisseur divantual second consideráses					dre au Minfatre, aux conditions stipu làts dans les présentes et dans lès documents ci-jointe, les biens ou services, ou les dans toute anneux aux présentes, au ou aux prix indiquês. Les réponses à une demande de proposition présentée par un s comme des offres de vante.					F.O.	F.O.S. Point - Point FAB Destination						
Name and address of Vendor - Norm or adresse du fournisseur ALDERSON-GILL AND ASSOCIATES 655 HIGHLAND AVE				title at person authorized to sign on behalt of Vendor (type or print) re de la personne autoritéée à signer au nom du fournisseur (en lettres mouvées) ichard Gill							Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertue de l'article 32(1) de la loi sur le gestion des finances publiques des tonds sont disposition. ON Fishertre 10002 790 Fisher						
OTTAWA ON K2A 2K5 CANADA Phone:				Dec. 1 2016 613-729-2558 Cott global settmated Cost Cott global settmated S 24,577.51													
Vendor No. No. du Fournissaur 101064 Jus 39200-11 (07)(2006) Your affer is accepted to the extent specified herein. Nots would demand one de fournir service services dans les présentes. Your affer is accepted to the extent specified herein. Nots would demand one de fournir the signed cody forthwith. Prière de recourser immédiatement une copie direment signée. The Vendor No. No. de Télécople In Vour affer is accepted to the extent security and the signed cody forthwith. Prière de recourser immédiatement une copie direment signée. The Vendor No. No. de Télécople In Vour affer is accepted to the extent security and the signed cody forthwith. Prière de recourser immédiatement une copie direment signée.																	

Government of Canada

Gouvernement du Canada

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

item Article	Description	From - 'De Y-A M D-J	Fo-Å Y-AMD-J	Consignee Code Codo consignataire	No. of Days Nº de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Tolni Tolsi TPS	Total
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JUS 9200	-11 (07/2006)				Requisition No	Demanda		Page 2	of de 2
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Gouvernement & Canada

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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From - Ded

GBAGUIDI, STEVE NATIONAL CAPITAL REGION RÉGION DE CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA

PHONE: 819-220-5110

l'Arrangement en matière d'approvisionnement.

FAX:

101064

JUS 9200-11 (07/2006)

Contract Contrat Amendment Modification All invoices, shipping bills Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs and packing slips must duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

Date of solicitation - Date de l'invitation à soumissionner

Les clauses 1 et 2 ci-dessous font partie du document de :

Clauses (1) and (2) below will form part of this:

Request for proposal

Accounting Office Code Regulsition No. - Demande Code du bureau comptable Ord. Off - Bur. deman. Yr. - An. Ser. No - Nº de série 19138 19138 16 1798 Destination EVALUATION DIVISION - CSB DEPARTMENT OF JUSTICE CANADA ATT: I. DESORMEAUX 613-907-3752 284 WELLINGTON ST OTTAWA ON K1A OH8 CANADA Invoices - Original and two copies are to be sent to:

Inspection Agency - Chargé de l'inspection Consignee at Destinataire au point destination unless de destination sauf specified herein. si indiqué ci-bas Direct inquiries to: Adresser toutes demandes de rens. à :

GBAGUIDI, STEVE 819-220-5110

Title - Titre

Page

s.20(1)(c)

Demande de proposition

Le numéro figurant dans cette case doi être indiqué dans toutes les factures. tous les connaissements et tous les bordereaux d'accompagnement.

1913861798

Amendment No.-No. de la modification Previous Value - Valeur précédente \$ 24,577.50 Inc./Decs. - Aug./Dim. Revised Value - Montant Révisé 0.01 \$ 24,577.51

Signature

EVALUATION DIVISION - CSB DEPARTMENT OF JUSTICE CANADA ATT: I. DESORMEAUX 613-907-3752 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les

comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations

indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir

droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/770/ZT between the Vendor and the Crown, as Canada, are hereby incorporated into this document,

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/770/ZT sont incorporées dans les présentes,

include the number

indicated in this box

item Article		Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	The following line items sho	own in bold are new or changed.						1		
	Les articles en caractères of Amendment 001	gras sont les articles modifiés.								
00010	R.Gill Victims Strat. Evaluati	2016.10.24	2017.03.31	19138		0.07	13%	2.827.50	24,577.50	
00020	AMENDMENT		2016.10.24	2017.03.31	19138				0.00	0.01
	The following amendment 001 of the contract, deliverabl for ANNEX B	has the purpose to extend the period es on ANNEX A and the Basis of Payment							0.00	0.01
Solicitatio At - À	on closes - L'invitation à soumissionner prend fin le 00:00:00	nd conditions set out here refor. Responses to a req	ein, including the attachr uest for proposal by a po	nents hereto, the suppli otential supplier will be	I mandage	pint of manufacture/ship le lieu de fabrication ou doivent être rendus.	pping of goods d'expédition	s or where service is to to des biens, ou encore le	pe performed. lieu où les	
On - Le		Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées di deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou au fournisseur éventuel seront considérées comme des offres de vente.	ans les présentes et dans x prix indiqués. Les répon	les documents ci-joints, ses à une demande de p	les biens ou services, ou roposition présentée par		F.O.B. Point - Point FAB Destination			
ALDE 655	d address of Vendor - Nom et adresse du fournisseur RSON-GILL AND ASSOCIATES HIGHLAND AVE WA ON K2A 2K5	Pursuant to Section 32(1) of the Financial Administration Act, funds at En vertue de l'article 32(1) de la loi sur la gestion des finances publique sont disposibles Figurature Pursuant to Section 32(1) of the Financial Administration Act, funds at En vertue de l'article 32(1) de la loi sur la gestion des finances publique sont disposibles Figurature						ere available, ues des fonds 1100 ate		
CANA						timated Cost obal estimatif		For the Minister - Résen	vé/au Ministre	
Phon	e:	Signature Date		Telephone No N	° de téléphone		\$ 24,577.51		Ham G	14.0
Vendor No	o No.du Fournisseur Fax No No. de Télécopie	Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes en les présentes e		ned copy forthwith.	The Vendor hereby acc Le fournisseur reconna	cepts/acknowled it par les présent	ges this contract. es qu'il a pris connaissa		nt contrat et qu'il l'accep	

Government of Canada

Gouvernement du Canada

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

	Canada Canada Arrange	Arrangement en matière d'approvisionnement relatit aux invitations à soumissionner et aux contrats							
	Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days Nº de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Schedule lines changed ***New item***								
	Financial Codes Amount Codage financier Montant 0130-18044-153704 -4010 21,750.01								
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Department of Justice Canada Federal Victims Strategy Contract Amendment 001

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TL - C-11 - 1	_	4 1 4 41		

The following amendments are required to the contract: DELETE: 4.1 Period of the Contract The Work is to be performed during the period of October 24 to March 17, 2017. Replace with: 4.1 Period of the Contract The Work is to be performed during the period of October 24 to March 31, 2017. ALSO DELETE: ANNEX A. Statement of Work - 7. DELIVERABLES The deliverables will include: a) A draft PIP that includes a program description, logic model, information on the Program's outcomes, outputs and indicators, evaluation needs and key information related to the Program's performance by December 8, 2016; and b) A final PMES by March 10, 2017. Replace with: ANNEX A. Statement of Work - 7. DELIVERABLES The deliverables will include: a) A draft PIP that includes a program description, logic model, information on the Program's outcomes, outputs and indicators, evaluation needs and key information related to the Program's performance by January 9, 2017; and b) A final PMES by March 20, 2017. AND DELETE; ANNEX B

Basis of Payment

Progress payments for the Professional Fees of \$21,750.50 shall be made in accordance with the following payment schedule upon receipt of the invoice and review and acceptance of the deliverable by the Project Technical Authority.

A 50% on receipt and acceptance of the draft PIP by December 8, 2016.

B 50% on receipt and acceptance of the final PIP by March 10, 2017.

Replace with:

ANNEX B
Basis of Payment

Progress payments for the Professional Fees of \$21,750.50 shall be made in accordance with the following payment schedule upon receipt of the invoice and review and acceptance of the deliverable by the Project Technical Authority.

A 50% on receipt and acceptance of the draft PIP by January 9, 2017.

B 50% on receipt and acceptance of the final PIP by March 20, 2017.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

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Government of Canada

Supply Arrangement Solicitation/Contract

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niess otherwise indicated herein by the Grown, all prices are to be in Conadran funds and includines and exchanges have. The Goods and Services Tax (GST) is excluded from unit prices. GST is concluded in the unit prices. GST is concluded in the under seriment cost. Prices indicate peaking, softegling and are F.O largest destinated on the prices of th	extra as applicable to the unit .B. (Including all delivery	and packing slips must doi être include the number tous les indicated in this box bordere	ero figuram dans cètte case indique dans toutes les factures, compassements et laus les aux d'accompagnement. B 6 1 7 9 8	Invoices - Original and two copies are to Factures - Rempire et envoyar Foriginate EVALUATION DIVISIO DEPARTMENT OF JUST ATT: I. DESORMEAUX	N - CSB ICE CANADA	2	s.19		
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The "Minister" means the Minister of JUSTICE Canada and any other person authorized to Le "Ministre" désigne le Ministre de JUSTICE Canada et toute autre personne désignée poi The terms and Canditions set out in SSC Supply Arrangement Serial No. E602T-12000	or le remplacer. 1/770/ZT between the Vendo								

sont incorporées dans les présentes.

lsem Article		Description	From - Da 'Y-A M D-J	A-oT L-DMA-Y	Consignée Code Code consignateire	No. of Days Nº de jours:	Fees (Val. Limit) Taun(Val. fimite	GST%	GST Total Total TPS	Total
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oncitation t - À	n closes - L'invitation à soumissionner prand fin le 00:00:00	d conditions set out here etar. Responses to a req	in, including the attachmuest for proposal by a po	nents hereto, the suppli stential supplier will be	es State po indiquer services	nt of manufacture/ship le lieu de fabr cation ou doivent être rendus.	d'expédition	s or where service is to be des biens, ou encore le	e performed. Ileu où les	
n-Le		Le fournisseur offre et convient de vendre eu Ministre, aux conditions stipulées dan deux, enumérés dans les présontes et dans toute annexe eux plaientes, au ou aux fournisseur éventuel seront considérées comme des offres de vente.	ns les présentes et dans l prix indiqués. Les répons	es documents ci-joints, l sas à une demands de pr	es biens ou services, or oposition presentée pai	1 les 1 un f.O.B. P	oint • Point FAB		tination	
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√endor No	o No.du Fournisseur Fax No No. de Télécople	YC upply Voire office ast acceptes atox conditions exposées dens les présentes. Nous vous demandons de fountir co qui est précible dans les présentes.		ted copy förshwith, rher immediatement ent signes.	This Vander barehis an	rance of the lemma of a cho	no this anti-	u préser	Partne	e.MARINLAC

Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

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Government of Canada	Gouvernement du Canada		Arrangement en r		ent Solicitation/Contract t relatif aux invitations à soumissionner et aux contra	nts
m-Ded BAGUIDI, STEVE ATIONAL CAPITAL REGION ÉGION DE CAPITALE NATIONALE 84 WELLINGTON ST TTAWA ON K1A 0H8		Date of solicitation - Date de l' Clauses (1) and (2) below will fo Les clauses 1 et 2 ci-dessous for	orm part of this:	Accounting Office Code Code du bureau comptable 19138 Destination EVALUATION DIV		Page 1 of 1 Inspection Agency - Chargé de l'inspectio Consignee at destination unless de d'estination sauf
CANADA PHONE: 819-220-5110 FAX:		Contract Amendment	X Contrat Modification			Direct inquiries to: Adresser toutes demandes de rens. à : GBAGUIDI, STEVE 819-220-5110
nless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and inclusives and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST iccs. GST is included in the total estimated cost. Prices include packing, packaging and are Flarges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront oits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et se uns les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dar imprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais diquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les arrangement en matière d'approvisionnement.		de applicable Canadian customs extra as applicable to the unit include the number towns. B. fincluding all delivery indicated in this box both says the Supply Attangament.		gurant dans cette case upé dans toutes les factures, la fissements et tous les factures, l'accompagnement.	Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à : EVALUATION DIVISION - CSB DEPARTMENT OF JUSTICE CANADA ATT: I. DESORMEAUX 613-907-375:	
		ervices (TPS) n'est pas comprise on la coût total estimatif. Les prix de livraison) aux destinations		Previous Value - Valeur précédente Revised Value - Montant Révisé	284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA	-
The Watering Towns and Minimum of Junction C	anada and any other person authorized	to act on the Minister's behalf.			s.20(1)(c)	

sont incorporées dans les présentes.

Item Article		Description		From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days Nº de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Justice Canada Federal Victi Profile	ms Strategy Performanc	e Information						211		
0010 R.Gill Victims Strat. Evaluation		n		2016.10.24	2017.03.31	19138			13%	2,827.50	24,577.50
	Financial Codes Codage financier 0130-18044-153704 -401		Amount Montant 21,750.00					·			· .
licitatio - À	n closes - L'invitation à soumissionner prend fin le 00:00:00	The Vendor offers and agrees to sell and supp and/or services listed herein and on any attact considered as an offer to sell.	ly to the Minister, upon the terms an	d conditions set out here efor. Responses to a requ	n, including the attachniest for proposal by a po	nents hereto, the suppli ntential supplier will be	State po Indiquer services	pint of manufacture/ship le lieu de fabrication ou doivent être rendus.	ping of good d'expédition	lś or where service is to b n des biens, ou encore le	e performed. lieu où les
n - Le		Le fournisseur offre et convient de vendre au deux, énumérés dans les présentes et dans to fournisseur éventuel seront considérées communistre de la communi	ute annexe aux présentes, au ou aux	en aux prix indiqués. Les réponses à une demande de proposition présentée par un F.O.B. Point - Point FAB Destination							
Name and address of Vendor - Nom et adresse du fournisseur ALDERSON-GILL AND ASSOCIATES 655 HIGHLAND AVE					Pursuant to Section 32(1) of the Financial Administration Act, funds are availables revertue de l'article 32(1) de la loi sur la gestion des finances publiques des fon sent disponibles AS per PR 1000021798 on Financial Properties of PR 1000021798 on Financial Purish Research Properties on						ues des fonds
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	o No.du Fournisseur Fax No No. de Télécople	Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.		rner immediatement	The Vendor hereby acc Le fournisseur reconna			nce du prése		te. MARILLA
	Uh 4		P.	I	1		Signature			Title - T	itro

Government of Canada

Gouvernement du Canada

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From -	Ded

GBAGUIDI, STEVE NATIONAL CAPITAL REGION RÉGION DE CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA

FAX:

JUS 9200-11 (07/2006)

PHONE: 819-220-5110

Clauses (1) and (2) below will for Les clauses 1 et 2 ci-dessous font	m part of t partie du	this: document de :
Request for proposal		Demande de proposition
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Amendment		Modification

Date of solicitation - Date de l'invitation à soumissionner

Accounting Office Code Requisition No. - Demande Page Ord. Off - Bur. deman. Yr. - An Ser. No - Nº de série 19138 19138 16 1798 Inspection Agency - Chargé de l'inspection Destination Consignee at Destinataire au poin destination unless de destination sauf Destinataire au point EVALUATION DIVISION - CSB si indiqué ci-bas. DEPARTMENT OF JUSTICE CANADA ATT: I. DESORMEAUX 613-907-3752 284 WELLINGTON ST Direct inquiries to: Adresser toutes to:
GBAGUIDI, STEVE
819-220-5110 OTTAWA ON KIA OH8 CANADA

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included to the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'Indication contraîre dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprenent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box

Le numéro figurant dans cette case doi être indiqué dans toutes les factures, tous les connaissements et tous les

1913861798

Amendment No.-No. de la modification | Previous Value - Valeur précédente Inc./Decs. - Aug./Dim. Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à :

EVALUATION DIVISION - CSB DEPARTMENT OF JUSTICE CANADA ATT: I. DESORMEAUX 613-907-3752 284 WELLINGTON ST OTTAWA ON KIA OH8 CANADA

- 1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf, Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer,
- 2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/770/ZT between the Vendor and the Crown, as Canada, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/770/ZT sont incorporées dans les présentes.

Item Article	Description	•	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days No de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Justice Canada Federal Victims Strategy Performance Profile	mance Information								
00010	R.Gill Victims Strat. Evaluation		2016.10.24	2017.03.31	19138			13%	2,827.50	24,577.50
	Financial Codes Codage financier 0130-18044-153704 -4010	Amount Montant 21,750.00	s.20(1)(c)							
	The currency of this P.O. is - La devise de	ce bon est : CAD								

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The currency of this P.O.	is - La devise de ce bon est : CAD	·
Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00:00	The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier considered as an offer to sell.	ne supplies r will be State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.
On-Le	Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou ser deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition prése fournisseur éventuel seront considérées comme des offres de vente.	entée par un F.O.B. Point - Point FAB Destination
Name and address of Vendor - Nom et adresse du fournisseur	Name and title of person authorized to sign on behalf of Vendor (type or print)	Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertue de l'article 32(1) de la loi sur la gestion des finances publiques des fonds
ALDERSON-GILL AND ASSOCIATES 655 HIGHLAND AVE	Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fourni seur (Gret res no less NOT)	sont disponibles
OTTAWA ON K2A 2K5 CANADA	INADDECCIONI TECT	Total Estimated Cost For the Minister - Réservé au Ministre Coût global estimatif
Phone:	Signature IMPRESSION TEST Telephone No N° de téléphone	\$ 24,577.50
Vendor No No. du Fournisseur Fax No No. de Télécopie	Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes. Your offer is accepted to the extent specified herein. Nous vous demandons de fournir ce qui est précisé dans les présentes. Your offer is accepted to the extent supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	ereby accepts/acknowledges this contract. reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.
101064	dans les presentes.	Signature Title - Titre



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JUSTICE CANADA FEDERAL VICTIMS STRATEGY PERFORMANCE INFORMATION PROFILE

All terms and conditions of the Pro Services Supply Arrangements E60ZT-120001/770/ZT apply and are incorporated into the following resulting contract.

1. Statement of Work

The contractor must perform the work in accordance with the Statement of Work at Annex A.

2. Security Requirement

- 2.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.
- 2.1.1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2.1.2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid SECRET, granted or approved by CISD/PWGSC.
- 2.1.3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 2.1.4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 2.1.5. The Contractor must comply with the provisions of the:
- A. Security Requirements Check List and security guide (if applicable), attached at Annex B;
- B. Industrial Security Manual (Latest Edition).

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity), apply to and form part of the contract.

4. Term of Contract

4.1 Period of the Contract

The Work is to be performed during the period of October 24 to March 17, 2017.



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4.3 Termination on Thirty Days' Notice

4.3.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving fifteen (15) calendar

days written notice to the Contractor.

4.3.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Steve Gbaguidi

Title: Senior Procurement Officer

Organization: Contracting and Materiel Management Division, Justice Canada

Address: 284 Wellington Street, Ottawa, ON, K1A 0H2

Telephone: 613-957-6745 Facsimile: (613)-960-4956

E-mail address: Steve.Gbaguidi@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Technical Authority

The Project Technical Authority for the Contract is:

Name: Jane Evans Title: Evaluation Manager

Organization: Evaluation, Justice Canada

Address: 275 Sparks Street, Öttawa, ON, K1A 0H2

Telephone: 613-668-9957

E-mail address: Jane.Evans@justice.gc.ca

The Project Technical Authority is the representative of the department for whom the Work is being carried out under the Contract and is responsible for all matters concerning the project technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical nor the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.4 Contractor's Representative

Name: Richard Gill Title: Partner

Organization: Alderson-Gill & Associates

Address: 655 Highland Ave, Ottawa, ON, K2A 2K5

Telephone: 613-729-2558

E-mail address:

s.19(1)



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Contract number: 1940261208

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment

The Contractor will be paid in accordance with the firm hourly rate for work and services performed pursuant to this Contract, as per Annex "B" Basis of Payment.

7.1.1 Professional Services: For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in Annex B -Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday

s.20(1)(c)

Estimated cost: \$21,750.00 Resource name: Richard Gil

Level of Effort: Per diem:

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$24,577.50 HST included.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work.

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.



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7.4. Method of Payment

7.4.1 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

7.4.2 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at http://www.iustice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.

8 Invoicing Instructions

8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed. Use the following paragraph when claims must be accompanied by supporting documents. The documents listed are examples only and must be revised to reflect the requirement. Delete this paragraph if no supporting documents are required. Each claim must be supported by the following, where applicable:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the release document and any other documents as specified in the Contract;
- c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d) a copy of the monthly progress report.
- 8.2 Claims must be distributed as follows:
- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

9. Certifications - Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) Articles of Agreement;
- (b) Supplemental General Conditions 4007 (2010-08-16)
- (c) General conditions General 2010B (2015-09-03)
- (d) Annex A, Statement of Work
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List
- (g) Pro Services Supply Arrangement E60ZT-120001/770/ZT

12. Environmental Considerations

As of April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Therefore, the Department of Justice encourages product/service suppliers to improve their operations to reduce their negative impact on the environment.

12.1 Environmental Properties Behavior Recommended

12.1.1 Paper consumption:

Provide and transmit draft reports and final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.

Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainable managed forest.

Recycle unneeded printed documents (in accordance with Security Requirements).

13. Limitation of Liability - Information Management/Information Technology

a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.



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b) First Party Liability:

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 a) any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
- b) Physical injury, including death.
- i. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- ii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract.
- iii. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
- a) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
- b) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.
- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
- vii) if Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.
- c) Third Party Claims:
- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a



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court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.



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ANNEX A - Statement of Work

Department of Justice Canada Federal Victims Strategy Performance Information Profile

1 OBJECTIVE

The Department of Justice Canada (Department) requires contractor services to assist with developing a Performance Information Profile (PIP) for the Justice Component of the Federal Victims Strategy (Justice FVS).

2 BACKGROUND

An evaluation of the Justice FVS was completed in April 2016. The Departmental Policy Centre for Victim Issues (PCVI) and the Evaluation Division are working together to develop a Performance Information Profile (PIP) for the Justice FVS. The PIP will build on an existing Performance Measurement and Evaluation Strategy (PMES), lessons learned from the recent evaluation and will need to meet the requirements of the Treasury Board *Policy on Results* which came into force on July 1, 2016.

3 SCOPE

This contract supports the development of a PIP for the Justice FVS that is to include a program description, a logic model, information on the Program's outcomes, outputs and indicators, evaluation needs and key information related to the Program's performance. The PIP will need to be developed in accordance with Treasury Board expectations as outlined in the Directive on Results (http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=31306).

4 TASKS

It is anticipated that the Contractor will undertake the following activities:

- Initial Meeting The Contractor will meet with the Project Technical Authority and the Evaluation Advisory Committee (EAC), which will include representatives from PCVI, Programs Branch and the Research and Statistics Division, to discuss project requirements, timelines, expectations, and to confirm roles and responsibilities. The meeting will take place in-person in Ottawa.
- Document review The Contractor will review a sufficient number of background documents and files to become familiar with the Justice FVS. The documents will include, but are not be limited to: the 2016 Justice FVS Evaluation Report and the 2012 Justice FVS PMES; and any other relevant documents to provide context for developing the PIP.
- Logic Model Development The Contractor will meet with the EAC to discuss revisions to the
 existing Justice FVS logic model and provide a revised draft.
- Half-day workshop The Contractor will conduct a half-day workshop with the Project Technical Authority, the EAC, and other members of PCVI and Programs Branch to confirm the draft Logic Model and discuss performance indicators and if possible, evaluation questions.
- Draft Performance Information Profile The Contractor will draft a PIP that includes a program
 description, a logic model, information on the Program's outcomes, outputs and indicators,
 evaluation needs and key information related to the Program's performance based on the workshop
 discussions and consultations with the EAC.
- Meeting The Contractor will meet in-person with the Project Technical Authority and the EAC to receive feedback on the draft PIP.

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• Finalize the Performance Information Profile – The Contractor will finalize the PIP based on feedback received from the Project Technical Authority and the EAC.

5 TRAVEL

There is no travel outside of Ottawa associated with this requirement.

6 MEETINGS

The Contractor will be required to attend meetings with the Project Technical Authority throughout the tenure of the project. The contractor will be required to attend three in-person meetings in Ottawa, an initial meeting, the half-day workshop and the meeting to discuss the draft PIP. Any other required meetings, can be done either in-person or by teleconference. The actual frequency, purpose and location of meetings will be determined at the outset of the project between the Project Technical Authority and the contractor.

7 DELIVERABLES

The deliverables will include:

- a) A draft PIP that includes a program description, logic model, information on the Program's outcomes, outputs and indicators, evaluation needs and key information related to the Program's performance by December 8, 2016; and
- b) A final PMES by March 10, 2017.



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ANNEX B Basis of Payment

Progress payments for the Professional Fees of \$21,750 shall be made in accordance with the following payment schedule upon receipt of the invoice and review and acceptance of the deliverable by the Project Technical Authority.

A 50% on receipt and acceptance of the draft PIP by December 8, 2016.

B 50% on receipt and acceptance of the final PIP by March 10, 2017.



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Annex C

Security Requirements Check List (SRCL)

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Ministère de la Justice Canada

Contract number: 1940261208

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Ministère de la Justice Canada

Contract number: 1940261208

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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

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Ministère de la Justice Canada

Contract number: 1940261208

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TBS/SCT 350-103(2004/12)

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Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

*	Government of Canada	Gouvernement du Canada	\ .
From - De	d .		Date of solicitation - Date
NATI RÉGI	NETU, TRAIAN ONAL CAPITAL REGION ON DE CAPITALE NATIONALE WELLINGTON ST		Clauses (1) and (2) below Les clauses 1 et 2 ci-desso
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	E: 613-946-4757		Contract
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JUS 9200-11 (07/2006)

Date of solicitation - Date de l'invitation à soumissionner Accounting Office Code Code du bureau comptable Requisition No. - Demande of de 2 Ord. Off - Bur. deman. Yr. - An. Ser. No - Nº de série 19040 19040 16 2053 Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de ; Inspection Agency - Chargé de l'inspection Destination Consignee at destination unless Destinataire au point RESEARCH AND STATISTICS DIVISION de destination sauf Request for proposal Demande de proposition specified herein. si indiqué ci-bas. DEPARTMENT OF JUSTICE CANADA ATT: LOUISE FREITAS 613-957-9632 Contract Contrat 284 WELLINGTON ST Direct inquiries to: Adresser toutes demandes de rens. à :
COCONETU, TRAIAN
613-946-4757 OTTAWA ON K1A OH8 Amendment Modification CANADA All invoices, shipping bills Le numéro figurant dans cette case doi être indiqué dans toutes les factures. Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à : , all prices are to be in Canadian funds and include applicable Canadian customs is Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit st. Prices include packing, packaging and are F.O.B. (including all delivery charges) and packing slips must include the number tous les connaissements et tous les indicated in this box bordereaux d'accompagnement RESEARCH AND STATISTICS DIVISION re not applicable; for provincial taxes, see the Supply Arrangement. 1904062053 DEPARTMENT OF JUSTICE CANADA ATT: LOUISE FREITAS 613-957-9632 s de la part de la Couronne, tous les prix seront en monnale canadienne, les droits its compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les as est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennen Amendment No.-No. de la modification Previous Value - Valeur précédente 284 WELLINGTON ST OTTAWA ON K1A 0H8

Revised Value - Montant Révisé

CANADA

s.20(1)(c)

ply Arrangement Serial No. E60ZT-120001/738/ZT between the Vendor and the Crown, as Canada, are hereby incorporated into this document. matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/738/ZT

Inc./Decs. - Aug./Dim.

Item Article		Description ·	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total .	
	The following documents form 1) This document entitled Sup 2) The Contract's clauses and 3) The Supply Arrangement Num all clauses terms and condition 4) The Contractor's Quotation										
00010		2016.12.06	2017.03.31	19040			13%	2,808.00	24,408.00		
Solicitation At - Å	n closes - L'invitation à soumissionner prend fin le 00:00:00	The Vendor offers and agrees to sell and supply to the Minister, upon the terms and services listed herein and on any attached sheets at the price(s) set out therefor. Re an offer to sell.				services	pint of manufacture/shippi le lieu de fabrication ou doivent être rendus.	ng of good: d'expédition	s or where service is to be n des biens, ou encore le	performed. lieu où les	
On - Le		Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux fournisseur éventuel seront considérées comme des offres de vente.	les présentes et dans le prix indiqués. Les répon	es documents ci-joints, le ses à une demande de p	es biens ou services, ou proposition présentée pa	les run F.O.B.	F.O.B. Point - Point FAB Destination				
PERF 954	1 address of Vendor - Nom et adresse du fournisseur ORMANCE MANAGEMENT NETWORK SNOWSHOE CRES WA ON K1C 2Y4	Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres mou	oulées) .				Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertue de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles PLA FLACE (Signature C C D Date				
CANA		r⊀ Signature Date Telephone No N° de téléphone					Total Estimated Cost Coult global estimatif \$ 24,408.00				
101	c No.du Fournisseur Fax No No. de Télécopie	Your offer is accepted to the extent specified herein. You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	Return the sign Prière de retou une copie dûm	ned copy forthwith. Imer immédiatement ent signée.	The Vendor hereby acc Le fournisseur reconna	epts/acknowledgit par les présent	es this contract. és qu'il a pris connaissar	ice du prés	ent contrat et qu'il l'accep	te.	

Government of

Gouvernement du

Supply Arrangement Solicitation/Contract

Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats Canada G51% GST Total To - A Consignee Code No. of Days Fees Atl. Limit From - De Total Description %T.P.S Total TPS Teom/Val. Emile YA MIDJ Y-A N D-J Code consignataire N° de foors Afficie Amount Financial Codes Montant Codage financier 21,600.00 0130-70024-15--3750 -1100 The currency of this P.O. is - La devise de ce bon est : CAD

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CLAUSES AND ANEXES OF CONTRACT # 1904062053

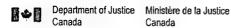
TABLE OF CONTENTS

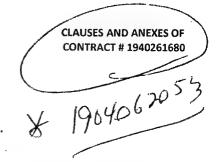
I) CONTRACT CLAUSES:

- 1. General
- 2. Security Requirement
- 3. Statement of Work
- 4. Standard Clauses and Conditions
- 5. Term of Contract
- 6. Authorities
- 7. Payment
- `, Invoicing Instructions
- J. Certifications Compliance
- 10. Applicable Laws
- 11. Priority of Documents
- 12. Travel and Living
- 13. Liability
- 14. Intellectual Property Infringement and Royalties
- 15. No Responsibility to Pay for Work not performed due to Closure of Government Offices
- 16. Translation of Documentation
- 17. Replacement of Specific Individuals
- 18. Ownership

II) LIST OF ANNEXES TO THE CONTRACT:

- 1) ANNEX "A"- STATEMENT OF WORK
- ?) ANNEX "B"-BASIS OF PAYMENT
- ANNEX "C" -RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM





Contract Clauses

1. General

The conditions of contract awarded under the Supply Arrangement E60ZT-120001/738/ZT will be in accordance with the resulting contract clauses of the medium complexity template used for the bid solicitation template, which is set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

2. Security Requirement

No security requirements apply for this contract. The Contractor's proposed resources will use a visitor pass on the day of the workshops and will be escorted.

3. Statement of Work

The Work to be performed is detailed under Annex A of the contract.

4. Standard Clauses and Conditions

All clauses and conditions identified in the contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

4.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity), apply to and form part of the contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period from contract award date to March 31, 2016.

5.2 Option to Extend the Contract

No option to extend the term of the Contract apply.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

CLAUSES AND ANEXES OF

CONTRACT # 1940261680

6

Department of Justice Ministère de la Justice

Canada

Name: Traian Coconetu

Title: Senior Analyst and Contracting Officer Organization: Department of Justice Canada

Address: 284 Wellington Street, Ottawa, Ontario, K1A 0H8

Telephone: 613-946-4757

E-mail address: traian.coconetu@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:

Name: Shauna Martin Title: Researcher

Organization: Department of Justice Canada

Address: 284 Wellington Street, Ottawa, Ontario, K1A 0H8

Telephone: 613-941-4166

E-mail address: shauna.martin@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

.. 3 Contractor's Representative

s.19(1)

Name:

Title:

Organization: Performance Management Network

Address: 954 Snowshoe Cres

Telephone:

7. Payment

7.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B for a cost of \$ 24,408.00. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.2 Limitation of Expenditure

 Canada's total liability to the Contractor under the Contract must not exceed \$ 24,408.00 Customs duties are included and Applicable Taxes are extra.

Page 3 of 12

Canada

Department of Justice Ministère de la Justice Canada

CLAUSES AND ANEXES OF CONTRACT # 1940261680

- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Terms of Payment

Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by a copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

9. Certifications - Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

Canada

Department of Justice Ministère de la Justice

Canada

CLAUSES AND ANEXES OF CONTRACT # 1940261680

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions 2010B (2016-04-04);
- c. Annex A, Statement of Work;
- d. Annex B, Basis of payment;
- e. the Contractor's bid dated November 21, 2016. If applicable, use the following clause when the requirement is a defence contract as defined in the Defence Production Act.

12. Travel and Living

Pre-Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

13. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

14. Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
 - a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

Page 5 of 12

Department of Justice Ministère de la Justice Canada

CLAUSES AND ANEXES OF CONTRACT # 1940261680

- b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- c. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- d. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - c. take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

15. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- a. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- b. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

16. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

Canada

Department of Justice Ministère de la Justice Canada

CLAUSES AND ANEXES OF CONTRACT # 1940261680

17. Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

18. Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

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CLAUSES AND ANEXES OF CONTRACT # 1940261680

ANNEX A: STATEMENT OF WORK

1 TITLE

Performance Management Workshop

2 OBJECTIVE

To assist Department of Justice managers to understand the key priorities, responsibilities and concepts related to the new results framework.

3 REQUIREMENT DESCRIPTION

To refine the current Justice Canada outcomes framework of mandate commitments / key priorities, by providing a structured, collaborative, and capacity building approach. Managers will be given the tools they need to manage by results and be in a position to report results when requested.

3.1 Scope

The session will build on the work completed to date and combine a hands-on workshop approach. Each workshop will be followed up with coaching, as needed.

3.2 Tasks / Detailed Services

Performance Management Network Inc. (PMN) will host three workshops of approximately 3.5 to 4 hours each will be delivered in English with approximately 20-25 staff hosted on-site at Justice as follows:

- 1. PMN will need to familiarize themselves with the current outcomes framework document provided by Project Authority.
- 2. Based on the outcomes framework document, PMN will design and facilitate three workshop sessions focusing on:
 - 1) Workshop # 1 scheduled for early December will focus on reviewing and successfully applying the key concepts associated with an outcomes based approach to refine the current outcomes framework by participants. By the end of the workshop, participants will have completed or made progress on refining their respective outcome results statements. Once completed, the leads for each of the outcome areas would submit their revisions to the consultants for review and feedback post-session.
 - 2) Workshop #2, in early January, will focus on reviewing and successfully applying the key concepts associated with using performance indicators and targets to the revised outcomes framework by participants. By the end of the workshop, participants will have completed or made progress on refining their indicators for their respective outcomes area. Once completed, the leads for each of the outcome areas would submit their revised indicators and targets to the consultants for review and feedback post-session.
 - 3) Workshop # 3, in early February, will focus on successful implementation of an outcomes framework. By the end of the workshop, participants will fully understand the

CLAUSES AND ANEXES OF CONTRACT # 1940261680

key steps necessary for successful implementation (data collection, analysis, reporting and use) of the Justice outcomes framework.

- 3. With a month between each workshop, PMN will provide coaching to managers, as needed, in order to complete assigned tasks / homework from the workshops.
- 4. PMN will provide the Project Authority with a workshop summary at the end of each session detailing the progress to date and next steps. The Project Authority will provide input on next steps, as required.

Tasks	Deliverable	Timing		
Prepare for and deliver Workshop # 1	Workshop # 1 and Summary Notes	December 2016		
Prepare for and deliver Workshop # 2	Workshop # 2 and Summary Notes	January, 2017		
Prepare for and deliver Workshop # 3	Workshop # 2 and Summary Notes	February, 2017		
Post-session Coaching	Personalized feedback on outcomes framework	Ongoing / March 31, 2017		

4. Language Requirements

Workshops and materials will be provided in English.

5. Location of Service Delivery

The workshops will be held in Ottawa, Ontario. A Justice Canada meeting room will be used and therefore no travel or venue cost will be required.

Department of Justice Ministère de la Justice Canada

CLAUSES AND ANEXES OF CONTRACT # 1940261680

ANNEX B: BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified below for a cost of \$ 21,600.00. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Professional Resource.	ofessional Resource Days Per Diem					
Total		N/A	\$21,600.00			
HST			\$2,808.00			
Total Cost			\$24,408.00			

s.19(1)

s.20(1)(c)

ANNEX D: RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM

http://www.justice.gc.ca/eng/contact/enrol-inscri.html

Renseignements sur le bénéficiaire



Department of Justice Ministère de la Justice Canada Canada

RECIPIENT ELECTRONIC DEMANDE D'ADHÉSION DU PAIEMENT

Ртобара В

Guideline on Completing the Recipient Electronic **Payment Registration Form**

Marche à suivre pour remplir le formulaire de demande d'adhésion du bénéficiaire au paiement électronique

Recipient information

The following information is required to process the registration. Les renseignements suivants doivent être fourrés pour que le

. Individual recipient: full name and remittance address.

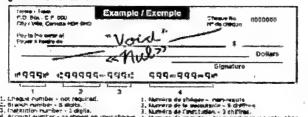
formulaire d'inscription soit tracé; Personne bénéficiaire : nom complet et adresse pour l'avis

Organizational recipient: legal name of the company and remittance address (as shown on invoice).

de paiement.

Organisation bénéficiaire : dénomination sociale de l'organisation et adresse pour l'avis de paiement (tel qu'indiquées sur la facture).

Banking information - Renseignements bancaire



This section must be completed, signed and dated by the appropriate recipient in order for the request to be authorized or electronic payments to be modified.

Cette section doît être remplie, signée et datée par le appropriate recipient in order for the request to be authorized or beneficiative visé pour que la demande d'adhésion ou de electronic payments to be modified.

Sending the form to the Department of Justice

Send the duty completed form to MDV_DPF@justice.gc.ca or by mail to:

Envoi de votre demande au ministère de la Justice Canada

Envoyer le formulaire dûment complété à MDV_DFF@justice.gc.ca ou par counter à :

For Goods and Services Suppliers

Master Data Vendor Officer Accounting Operations Department of Justice Canada 264 Wellington Street, EMB-1347 Ottawa, Ontario K1A 0H8

Pour les fournisseurs de biens et services

Agent des données principales fournisseurs Opérations comptables Ministère de la Justice Conada 284 rue Wellington, ECE-1347 Ottawa (Ontario) K1A 0H3

For Grants and Contributions

Manager, Grants and Contributions Financial Services Department of Justice Cariada 284 Wellington Street, EMB-6248 Ottawa, Ontario K1A 6H8

Pour les subventions et les contributions

Gestionnaire, services financiers de Subventions et contributions Ministère de la Justice Canada 284 rue Wellington, ECE-6246 Cittawa (Ontario) K1A DH5

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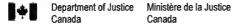
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Contract # 1927962110 Harley House Consultants Inc.

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

Security Requirements

There is no security requirement applicable to this Contract.

Statement of Work

This Contract is being issued for the requirement of Professional Services Functional Review of Communications for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-andguidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Term of Contract

The Work is to be performed from Date of Award to March 31, 2017.

5. **Authorities**

Contracting Authority

The Contracting Authority for the Contract is: Kayla Pordonick Senior Contracting Officer Department of Justice Canada 284 Wellington Street, Ottawa ON, K1A 0H8 Telephone: 613-301-9709

Email: Kayla.Pordonick@justice.gc.ca

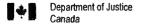
The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Project Authority

The Project Authority for the Contract is: Shirley Anne Off Director General, Communications Branch Department of Justice Canada 284 Wellington Street, Ottawa ON, K1A 0H8 Telephone: 613-957-9596

Email: ShirleyAnne.Off@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of



Ministère de la Justice Canada Contract # 1927962110 Harley House Consultants Inc.

the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative
s.19(1)
Telephone:
Email

6. Payment

6.1 Basis of Payment

For the Work described in Annex A - Statement of Work:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$21,600.00. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Please see 6.2.1.1 Schedule of Milestones below for the schedule of milestones.

6.2 Method of Payment

6.2.1 Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones outlined in 6.2.1.1 below and the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.2.1.1 Schedule of Milestones

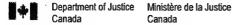
The Contractor will be paid in accordance with the Schedule of Milestones table below.

Schedule of Milestones	FIRM PRICE TO BE PAID
Milestone 1: Stage II – Information Gathering	\$ 10,200.00
Milestone 2: Stage IV - Final Report & Presentation	\$ 11,400.00

6.2.2 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2016-04-04) General Conditions – Professional Services (Medium Complexity), forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex B. The form can also be obtained from the Department of Justice internet site at: http://www.justice.gc.ca/eng/contact/enrol-inscri.html.



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It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 -Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity), forming part of this Contract will not apply, until the Contractor corrects the matter.

Accounts and Audit

The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

If the Contract includes payment for time spent by the Contractor, its employees, representatives. agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

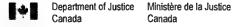
a) The original and one (1) copy must be forwarded to the following address for certification and payment:

Cynthia Robillard Administrative Officer, Communications Branch Department of Justice Canada 284 Wellington Street, Ottawa ON, K1A 0H8 Telephone: 613-404-5682

Email: Cynthia.Robillard@justice.gc.ca

9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.



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(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly. Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

11. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement:
- (b) the general conditions 2010B (2016-04-04) General Conditions Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B. Recipient Electronic Payment Registration Request Form:
- (e) Supply Arrangement Number E60ZT-152199/088/ZT; and
- the Contractor's bid dated October 20, 2016.

Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

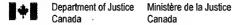
Replacement of Specific Individuals

If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- the name, qualifications and experience of the proposed replacement; and (a)
- proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in



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accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15. Ownership

Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

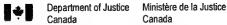
Intellectual Property Infringement and Royalties

The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

The Contractor has no obligation regarding claims that were only made because:

- a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or



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d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name) and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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ANNEX A - STATEMENT OF WORK

1. Title

Functional Review of Communications at the Department of Justice Canada

2. Background

Since early 2015, the Communications Branch at the Department of Justice Canada has been engaged on how best to position itself to excel, given the rapidly changing nature of the communications function, particularly in a digital environment.

Changes in how Canadians and public servants receive their information, the move to a single government-wide web presence, the digital-by-design initiative, a new Communications Policy of the Government of Canada, and the Government's commitment to enhanced transparency are all adding to the pressures to modernize the communications function.

In planning for this transformation, the Communications Branch management team explored new models for service delivery, gaps in skill sets and other human resource planning.

To complement that earlier work and to inform next steps with input from an additional perspective, the Communications Branch is seeking the services of a contracted supplier to undertake a functional review.

3. Objectives

The Communications Branch requires the services of the Contractor to:

- Conduct a review of the current activities and services of the Communications Branch;
- Analyze the alignment of those communications activities to the current and future requirements of the department and the government;
- Provide observations and recommendations on potential adjustments to roles, services, processes and application of resources to meet those requirements; and
- Make suggestions on implementation strategies to enable any required changes to be made effectively.

4. Assumptions and Specific Scope of the Requirement

In addition to reviewing and analyzing background documents, the Contractor will engage, through a series of interviews, with a small but representative number of Branch senior management and employees, departmental, Ministerial and central agency officials. The Contractor would also engage up to two similar government organizations to assess their approaches to meeting the challenges of communicating in the current environment.

The final report from the Contractor will be delivered by March 31, 2017.

5. Reference Documents

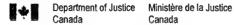
The Contractor will meet with the Project Authority or a designated official, to receive and go over a number of background documents related to the operations and management of the Communications Branch at the Department of Justice Canada.

6. Tasks, Activities, Deliverables and Milestones

Stage I - Project Initiation

The Contractor will meet with the Project Authority in order to clarify roles and responsibilities, identify necessary background documents and finalize the detailed work plan.

Due Date: on a date agreed upon between the Project Authority and the Contractor, upon award of the Contract.



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Stage II - Informational Gathering

The Contractor will review and analyze background documents and conduct up to twelve (12) interviews with key players in four areas – Branch senior managers, senior departmental clients. representatives of the Minister's Office, and representatives of key central agencies. The Contractor will also conduct interviews with up to two similar government organizations to assess their approaches to meeting the challenges of communicating in the current environment. The purpose of this stage will be for the Contractor to:

- Establish current service levels and approaches in the Directorate:
- Define current and future priorities for communications services:
- Identify options for future approaches to meet emerging communications challenges

Due Date: To be determined between the Contractor and Project Authority, but no later than January 27, 2017.

Stage III - Analysis & Draft Report

The Contractor will review the accumulated data and opinions, leading to the development of a draft report. Further discussions with Branch managers might be required at this point to validate information and recommended approaches. The Contractor will provide a draft report that identifies:

- Emerging issues
- Possible or recommended changes to activities or approaches
- Implementation strategies to move forward

Due Date: To be determined between the Contractor and Project Authority, but the draft report must be submitted no later than February 24, 2017.

Stage IV - Final Report & Presentation

The final report from the Contractor will include final observations and recommendations on issues related to future performance, and ideas on implementation of proposed changes. In addition, a PowerPoint presentation will be prepared by the Contractor for presentation to senior management in the Communications Branch.

Due Date: The final report must be submitted and the presentation must be given no later than March 31, 2017.

7. Specifications and Standards

All materials delivered by the Contractor shall become the property of the Department of Justice Canada. The Department shall have full rights to duplicate, use and disclose in any manner for the purposes of the Government of Canada.

8. Reporting Requirements

The Contractor shall participate in teleconference/meetings on a regular basis and as requested with the Department. Key departmental points of contact within the Communications Branch will be identified for the Contractor.

9. Project Management Control Procedures

The Project Authority will ensure that the contract is delivered and completed on time according to the Contractor's proposal, on budget and will certify that the work is of acceptable quality. The Contractor will provide weekly progress reports by email to the Project Authority, or a designated person, which will identify the work that has been performed, by whom and the total amount of hours worked.

9.1 Justice Canada Obligations

The Department will liaise with the Contractor and provide access to departmental officials as required, as well as all relevant background and reference material.

9.2 Contractor's Obligations

The Contractor must be prepared to participate in meetings on a regular basis and as requested. The Contractor must provide all deliverables outlined in this document.



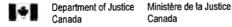
Department of Justice Ministère de la Justice Canada

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10. Location of Work, Work Site and Delivery Point
The work of the Contractor will be conducted off site, with the exception of meetings with Departmental officials, at Justice Headquarters (284 Wellington Street, Ottawa). All deliverables will be submitted to the Department through email.

11. Language of Work

The language of work will be in English. The final report will be delivered in English.



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ANNEX B - RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM



Canada

Department of Justice Ministère de la Justice Canada

RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST

DEMANDE D'ADHÉSION DU BÉNÉFICIAIRE AU PAIEMENT ÉLECTRONIQUE

Protógé B

Protected B

Guideline on Completing the Recipient Electronic **Payment Registration Form**

Marche à suivre pour remplir le formulaire de demande d'adhésion du bénéficiaire au paiement électronique

Recipient information

The following information is required to process the registration

Individual recipient: full name and remittance address.

Organizational recipient: legal name of the company and remittance address (as shown on invoice).

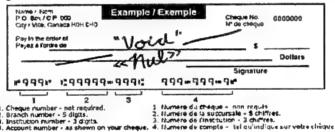
Renseignements sur le bénéficiaire

Les renseignements suivants doivent être fournis pour que le formulaire d'inscription soit traité :

Personne bénéficiaire : nom complet et adresse pour l'avis de paiement.

Organisation bénéficiaire : dénomination sociale de l'organisation et adresse pour l'avis de paiement (tel qu'indiquées sur la facture).

Banking information - Renseignements bancaire



Consent

This section must be completed, signed and dated by the appropriate recipient in order for the request to be authorized or electronic payments to be modified.

Sending the form to the Department of Justice

Send the duly completed form to MDV_DPF@justice.gc.ca or by mail to:

For Goods and Services Suppliers

Master Data Vendor Officer Accounting Operations Department of Justice Canada 284 Wellington Street, EMB-1347 Ottawa, Ontario K1A 0H8

For Grants and Contributions

Manager, Grants and Contributions Financial Services Department of Justice Canada 284 Wellington Street, EMB-6248 Ottawa, Ontario K1A 0H8

Consentement

Cette section doit être remplie, signée et datée par le bénéficiaire visé pour que la demande d'adhésion ou de modification des paiements électroniques soit acceptée.

Envoi de votre demande au ministère de la Justice Canada

Envoyer le formulaire dûment complété à MDV_DPF@justice.gc.ca ou par courrier à :

Pour les fournisseurs de biens et services

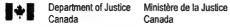
Agent des données principales fournisseurs Opérations comptables Ministère de la Justice Canada 284 rue Wellington, ECE-1347 Ottawa (Ontario) K1A 0H8

Pour les subventions et les contributions

Gestionnaire, services financiers de Subventions et contributions Ministère de la Justice Canada 284 rue Wellington, ECE-6248 Ottawa (Ontario) K1A 0H8

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Department of Justice Ministère de la Justice Canada

RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST

Protégé B Protected B

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n - Le		Le fournisseur offre et convient de vendre au Ministre, aux conditions stipu deux, énumérés dans les présentes et dans toute annexe aux présentes, a fournisseur éventuel seront considérées comme des offres de vente.	ulées dans les présentes et dans au ou aux prix indiqués. Les répor	es documents ci-joints, l nses à une demande de	es biens ou services, ou proposition présentée pa	les run F.O.B. I	Point - Point FAB		tination		
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Government of Canada

Gouvernement du Canada

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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Gouvernement du Canada

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From-Ded

COCONETU, TRAIAN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8

PHONE: 613-301-9709

FAX:

CANADA

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable, for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitairres. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût lotal estimatif. Les prix comprenner les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Date of solicitation - Date de l'in	vitation à soumissionner	Accounting Office Code Code du bureau comptable 19402	Ord. Off - Bur, deman.	isition No De Yr An.	Ser. No - N° de série	Page 1	of de	2		
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Amendment	Modification All invoices chinales hills — Leaunée for		ОН8			Direct inquiries to: Adresser toutes demandes de rens. à: COCONETU, TRAIAN 613-301-9709				

All invoices, shipping bills and packing slips must include the number louise the number louise to shoot and the number louise to shoot and the number louises connaissements et tous les bordereaux d'accompagnement.

1940261748

Amendment No.-No. de la modification

Previous Value - Valeur précédente

Inc./Decs. - Aug./Dim.

Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to: Factures - Remptir et envoyer l'original et deux copies à :

ISB ADMINISTRATIVE SERVICES DEPARTMENT OF JUSTICE CANADA ATT: DANIELLE Y. JEAN (957-3762) 275 SPARKS ST ROOM 12006 OTTAWA ON K1A 0H8 CANADA

- The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
 Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
- 2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/733/ZT between the Vendor and the Crown, as Canada, are hereby incorporated into this document.

 Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/733/ZT sont incorporées dans les présentes.

Item Article		Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total	
	I) CONTRACT DOCCUMENTS										
	The following documents shall	l form part of this contract:									•
	1) The ProServices Supply Ar, included all clauses terms	rangement Number E60ZT-120001/733/ZT and conditions.									
	2) The Vendor Proposal dated	OCTOBER 25,2016.			.						
	3) The annexes to the Contra	ct.									
At - Å On - Le	on closes - L'invitation à soumissionner prend fin le 00:00:00	The Vendor offers and agrees to self and supply to the Minister, upon the term services listed herein and on any attached sheets at the price(s) set out theref an offer to self. Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulée deux, énumérés dans les présentes et dans toute annexe aux présentes, au o fournisseur éventuel seront considérées comme des offres de vente.				es F.O.B. F	odoivent être rendus. Point - Point FAB	Des	s or where service is to be a des biens, ou encore le stination		: <u>-</u>
ZERI 110	Name and address of Vendor - Nom et adresse du fournisseur ZERNAM ENTERPRISE INC. 110 DEERPATH TERR OTTAWA ON K2J 0L9					Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertue de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles Signature Date					_
CANA		*			***		stimated Cost obal estimatif	£	For the Minister - Réser	vé au Ministre	
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s.19(1)

s.20(1)(c)

Government of Canada

Gouvernement du Canada Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

em icle	Description .	From - De Y-A M D-J	To-À Y-AMD-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
010	II) CONTRACT CLAUSES (see attached) Progr/Analyst Level 2	2016.10.31	2017.03.31	19402			13%	3,166.80	27,526.8
	Financial Codes Amount Codage financier Montant 0130-12031-15-502338-3720 -4010. 24,360.00								
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CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1 Security Requirements

1.1 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

Common PS SRCL #19 Security Clauses: SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABLITY STATUS, CONFIDENTIAL or SECRET as required, granted or approved by CISD/PWGSC.
- The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b. Industrial Security Manual (Latest Edition).

2 Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of Programmer/Analyst for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under ANNEX "A" Statement of Work.

3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.1 General Conditions

<u>2010B</u> (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

3.2 Supplemental General Conditions

4007 (2010-08-16) - Canada to Own Intellectual Property Rights in Foreground Information

Page 1 of 15

Department of Justice Canada

Ministère de la Justice Canada CONTRACT# 1940261748

4 Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2017 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one-year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Traian Coconetu

Title: Senior Contracting Officer

Organization: Department of Justice Canada, Contracting and Materiel Management Division

Address: 284 Wellington Street, Ottawa, Ontario

Telephone: (613) 946-4757 **Facsimile:** (613) 960-4956

E-mail address: traian.coconetu@justice.qc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Name: Violet Fox

Title: Manager, Financial Applications

Address: 275 rue Sparks St., Ottawa, ON, K1A 0H8, Justice Canada

Telephone: (613) 790-4867 **E-mail address:** (613) 941-5201

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

CONTRACT# 1940261748

Ministère de la Justice Canada

5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

s.19(1)Name: Title: Organisation: Zernam Entreprise Inc. Telephone:

Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

Payment

E-mail address:

Basis of Payment 7.1

The Contractor will be paid in accordance with the firm all-inclusive per diem rate for work and services performed pursuant to this Contract, as per Annex "B" Basis of Payment.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.2 **Authorized travel and Living Expenses**

Canada will not pay any travel or living expenses associated with performing the Work.

7.3 **Limitation of Expenditure**

Canada's total liability to the Contractor under the Contract must not exceed NAFTA:threshold (\$-89,600). Customs duties and Applicable Taxes are included. \$89.463

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a) when it is 75 percent committed, or

four (4) months before the contract expiry date, or

as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

Page 3 of 15

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Department of Justice

Ministère de la Justice Canada CONTRACT# 1940261748

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.4 Method of Payment

7.4.1 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

7.4.2 Electronic Payment of Invoices - Direct Deposit

The Contractor accepts to be paid using the following Electronic Payment Instrument: **Direct Deposit** (Domestic and International);

Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B General Conditions - Professional Services (Medium Complexity) (2016-04-04) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 — Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B General Conditions - Professional Services (Medium Complexity) (2016-04-04) forming part of this Contract will not apply, until the Contractor corrects the matter.

8 Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original and an electronic copy of each invoice to the following address:

Department of Justice Canada ISB Internal Services 275 Sparks Street, Room 12006 Ottawa, Ontario K1A 0H8

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Electronic copy to: admin.services-isb@justice.gc.ca

On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

9 Certifications and Additional Information

9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The Articles of Agreement;
- (b) The General Conditions 2010B (2016-04-04) Professional Services (Medium Complexity);
- (c) The Supplemental General Conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Recipient Electronic Payment Registration Request Form
- (h) Supply Arrangement Number E60ZT-120001/733/ZT (the "Supply Arrangement"); and
- (i) the Contractor's bid dated October 25,2016.

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ANNEX "A"

STATEMENT OF WORK

1. TITLE

Pro Services requirement for One (1) Programmer/Analyst, Level 2

2. BACKGRAUND

The Information Solutions Branch (ISB) of the Department of Justice (JUS) is responsible for the management and implementation of the IM/IT program for the Department. ISB is in the process of implementing an Enterprise Data Management function which is the foundation for delivery of Business Intelligence (BI) services. BI delivery encompasses corporate data warehousing, subject area data marts, tools and support for data analysis and reporting. Requirements are documented in a BI Strategy and Roadmap which also provides strategic guidance to implement the business and technical environments to support the phased delivery of BI services to JUS.

3. OBJECTIF OF WORK

The Business Applications Division within the ISB has a requirement for professional services of a Programmer/Analyst Level 2 to provide BI systems analysis and programming to support BI Delivery.

4. REQUIREMENT DESCRIPTION

4.1 The Contractor's Resources

The Contractor must provide one (1) Programmer/Analyst Level 2 resource for the duration of the The resource must has experience in developing and implementing business intelligence solutions which ensure effective and efficient use of enterprise data. In addition, we require expertise to support and optimize the existing technical environment, application infrastructure and current, on-going business intelligence services.

The Contractor's proposed resource must possess, at minimum, the following proficiency levels in English:

Oral Proficiency	Level 4+
Reading Proficiency	Level 4+
Writing Proficiency	Level 4+

The language proficiency rating scales can be found at the following website: http://www.international.gc.ca/ifait-jaeci/test_levels-naux.aspx?lang=eng

4.2 Scope of Work

This initiative is responsible for applications, technical and business infrastructure for gathering, storing and providing access to subject area and integrated data from core departmental systems. BI will enable better informed business decisions, improved consistency of management reporting, enhanced performance measurement capability and support to departmental planning requirements by providing application independent, integrated access to corporate data for key user groups. This will enhance selfsufficiency and improve timeliness for data collection and analysis, and information dissemination. The

Enterprise Data Management and BI Delivery program are fundamental to promote improved data quality, consistency and accuracy.

4.3 Technical Environment

JUS has a well-established and supported network and application infrastructure based, for the most part, on Microsoft technology and software components.

- MS Office Suite 2013
- Tableau Server
- Tableau Desktop
- SQL Server 2016
- SQL Server BI tools SAS Visual Analytics
- MS SharePoint

4.4 Tasks

The contractor must perform, the following tasks:

- Work collaboratively with JUS and contract resources in development of BI specifications resulting from Enterprise Data Management program of work;
- Define and analyze business and/or technical requirements for BI delivery;
- Propose solutions and develop plans, including estimated level of effort, to carry out the plans;
- Design, build and maintain Extract Transfer Load (ETL) processes,
- Design, build and maintain Data Warehouse (DW) database, multi-dimensional cubes and BI reports;
- Explore the structure and contents of a SAS and/or Tableau data set and sort a SAS and/or Tableau data sets.
- Working with existing SAS data sets
- Data Manipulation Techniques on SAS data set.
- Security and SAS data/reports access permissions
- SAS 9.4 application troubleshooting when required
- Verify the correctness and completeness of BI solutions by preparing test plans, sample data and performing unit and system tests;
- Support testing and data validation during BI solution development and implementation phases;
- Implement system enhancements;
- Participate in ongoing technical and application support for the production environment;
- Perform full SAS environmental data flow and processes documentation
- Perform knowledge transfer to JUS employees.

4.5 Deliverables

All deliverables will be provided in English. The contractor must provide the following deliverables:

- ETL processes;
- DW data models and physical schema
- DW database;
- Multi-dimensional cubes;
- Bl pre-defined reports;

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Department of Justice Canada

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- Functional and Technical design documentation;
- BI solution troubleshooting procedures;
- Knowledge transfer sessions.
- Data Warehouse knowledge is an asset (methodology)

4.6 Reporting Requirements

The contractor must meet with the Technical Authority on a weekly basis to present the project status report and to address project issues and must submit a monthly timesheet.

4.7 Travel

There is no travel requirement for this Contract. The Contractor will be responsible for their own travel and expenses in order to work on-site

4.8 Work site and delivery point

The Contractor will be required to work on-site at the following location:

Department of Justice 275 Sparks Street Ottawa, Ontario K1A 0H8

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ANNEX "B"

BASIS OF PAYMENT

PROFESSIONAL SERVICES

The Contractor will be paid the following firm all-inclusive per diem rates for work performed under this Contract, in accordance with Annex A –Statement of work, during the Contract period. Applicable Taxes are extra.

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula: (Hours worked × applicable firm per diem. rate) ÷ 7.5 hours

Stream / Resource Category / Level	Name of Proposed Resource
Stream 1 – Application Services	
Category 1.7. Programmer/Analyst	

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BASIS OF PAYMENT

s.20(1)(c)

Initial Period : Contract award date	e to March 31, 2017	
Category / Level	Firm Per Diem Rate*	Estimated Number of Days
1.7. Programmer/Analyst Level 2	4	

Option Period: April 1, 2017 to Ma	arch 31, 2018	
Category / Level	Firm Per Diem Rate*	Estimated Number of Days
1.7. Programmer/Analyst Level 2		

^{*} in Canadian dollars, applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Note to Contractor:

The total Contract amount, including the initial and option period and all applicable taxes <u>must not</u> exceed NAFTA threshold (\$89,600).

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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

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TB8/907 850-103(2004/12)

Security Classification / Classification de sécurité
UNICLASSIFIED

Canada

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CONTRACT# 1940261748

ANNEX "D"

RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM

Department of Justice Ministère de la Justice Canada

RECIPIENT ELECTRONIC
PAYMENT REGISTRATION
REQUEST

DEMANDE D'ADHÉSION DU
BENEFICIAIRE AU PAIEMENT
ELECTRONIQUE

Protégé B

Guideline on Completing the Recipient Electronic Payment Registration Request Form

INTRODUCTION

Recipients now have the option to receive payments from the Department of Justice Canada (DOJ) by cheque or by electronic payment. If you choose to sign up for electronic payments please print and complete the Recipient Electronic Payment Registration Request form. Please note, electronic payments will be made in Canadian dollars and can only be deposited into Canadian bank accounts. deposited into Canadian bank accounts.

There are two electronic payment modes available:

- Direct Deposit (DD) Once payments are deposited, DOJ will send the following information by e-mail: amount
 of payment, date of payment, invoice number, DOJ reference number, and brief description of the payment.
 This e-mail notification will act in lieu of a cheque stub.
- 2. Electronic Data Interchange (EDI) To enrol in EDI you must contact your financial institution to ensure that the account is EDI-capable. There may be a fee for this service, as the financial institution notifies its clients according to its own criteria.

Changes to bank account used
If you wish to make any changes to the bank account used for payments (change of address, financial institution, branch, account number, etc.) you must complete a new Recipient Electronic Payment Registration Request form. When you request one of these changes, DO NOT CLOSE the present account until you receive your payment in accordance with

COMPLETING OF FORM

There are three sections of the Recipient Electronic Payment Registration Request form that must be completed by the

1 - TYPE OF REQUEST

Please complete this section by filling out one of the three request types described below.

New request
If you choose to sign up for electronic payments with DOJ, please check the "New request" box and indicate which mode of payment you wish to use: DD or EDI.

Change
If you are already registered for electronic payments with DOJ, however, wish to modify your banking information or mode of electronic payment, please select the "Change" box and mark all other boxes that apply to your change

Cancellation

If you wish to opt out of the DOJ's electronic payments and return to receiving payments by cheque, you must select the "Cancel" box and complete only the second section of the form.

2 - RECIPIENT INFORMATION AND AUTHORIZATION

This section must be completed, signed and dated by the appropriate person (or persons) in order to authorize the electronic payment enrolment request, or to modify or cancel electronic payments.

If the recipient is an individual Please enter your name, address and telephone number AS WELL AS AN E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment. Also, you must sign the form in this section in order to authorize your

If the recipient is an organization

Please enter the name and address of your organization and make sure to complete the "Name of payment contact" field with the name of the contact person from your organization. Please also include the contact person's telephone number AND E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment.

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	Department of Ju- Canada	stice Ministère de la Jus Canada	tice RECIPIENT PAYMENT REQUEST	ELECTRONIC REGISTRATION	DEMANDE D'AD BENEFICIAIRE A ELECTRONIQUE	U PAIEMENT	Protégé i Protected i	
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